

are in at this date, and to abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth.- Said parties of the first part hereby agree to procure and maintain policies of fire and tornado insurance on the building erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of One Thousand Dollars, loss if any, payable to the mortgagee or its assigns. And it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same when received to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part and require the collection of the same and payment made of the proceeds as last above mentioned. Should a renewal policy not be delivered to second party immediately upon expiration of the former policy, said second party may insure the property immediately.

Fifth.- Said parties of the first part hereby agree that if the makers of said note shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note, and coupons, when the same becomes due, or to conform or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

And the said parties of the first part, for said consideration do hereby expressly waive an appraisal of said real estate, and all benefits of the homestead exemption and stay laws of the State of Kansas.

The foregoing conditions being performed, this covenant to be void otherwise of full force and virtue.

Sixth.- In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first parties agree to pay to said second party and its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default to the date of the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of ten per cent per annum.

In Testimony Whereof, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

Maria Kupper  
Barbara M. Schmitz (SEAL)  
John R. Schmitz (SEAL)  
William F. Kupper  
Elizabeth Kupper  
Lawrence Kupper

State of Kansas, Shawnee County, SS

Be It Remembered, That on this 23rd day of October A.D. nineteen hundred and fourteen before me, the undersigned, a Notary Public in and for said County and State, came Maria Kupper a widow, Barbara M. Schmitz and John R. Schmitz husband and wife, William F. Kupper single man, Elizabeth Kupper a single woman and Lawrence Kupper a single man who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires May 27 1918. (SEAL) Albert Neese, Shawnee County, Kansas.

Recorded Oct. 26th, A.D. 1914, at 9:10 o'clock A.M.

Floyd L. Lawrence  
Register of Deeds,  
Geo. B. Neigel  
Deputy.

(The following is endorsed on the original instrument recorded in Book 40, page 103)

For Value Received, I hereby sell and assign the within mortgage and the notes therein described, to Mary A. Bell Urbana, Ill. As witness my hand this 30 day of Jan 1911.  
Wilder S. Metcalf.

State of Kansas, County of Douglas, ss.

Be It Remembered, That on this 30 day of Jan 1911, appeared before me, a Notary Public, in and for said County and State Wilder S. Metcalf, to me personally known to be the same person who executed the foregoing assignment, and duly acknowledged the execution thereof.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Jan 23-1912. (SEAL)

C. M. Manter, Notary Public.

Recorded Oct. 26th, A.D. 1914, at 10:32 o'clock A.M.

Floyd L. Lawrence  
Register of Deeds,  
Geo. B. Neigel  
Deputy.

Recorded December 5<sup>th</sup> 1914

When the mortgage is given, it is noted that the mortgage is given to the mortgagee, and the mortgagee is given the right to foreclose on the property. The mortgage is given to the mortgagee, and the mortgagee is given the right to foreclose on the property. The mortgage is given to the mortgagee, and the mortgagee is given the right to foreclose on the property.

The following is endorsed on the original instrument: